CONTRACT #9 RFS # 332.42-02-07

University of Tennessee Knoxville Campus

VENDOR: Blackboard, Inc.



THE UNIVERSITY OF TENNESSEE

Vice President for Administration and Finance

RECEIVED

NOV 0 7 2006

711 Andy Holt Tower Knoxville, TN 37996-0174 Phone: (865) 974-2243

Fax: (865) 974-1324

November 7, 2006

FISCAL REVIEW

Mr. Jim White Executive Director Fiscal Review Committee 320 Sixth Avenue, North - 8th Floor Nashville, TN 37243-0057

Dear Mr. White:

The University of Tennessee is submitting for the committee's review a non-competitively bid contract amendment with the Blackboard, Inc. for additional hosting services and storage.

Blackboard is a web-based software system which is used to support flexible teaching and learning in face-to-face and distance courses. It provides tools and facilities for online course management, content management and sharing, assessment management, and online collaboration and communication. The university contracts with Blackboard for both the licensing of the software and the hosting of the web-based content. This amendment adds additional storage and service units for the hosting service necessary to keep us in compliance. A service unit represents the number of users actively hitting the server and utilizing bandwidth on the system.

This amendment is before the committee for review because the maximum contractual period is over one year with a cumulative cost of \$776,300. The effective date of this agreement is January 1, 2007. I apologize to the committee for this amendment not meeting the sixty-day requirement; the university was uncertain as to its non-compliance with service units and was undergoing discussions with the vendor to rectify.

If you have questions or need additional information, please let me know.

Respectfully,

Sylvia Shannon Davis

Vice President for Administration and Finance

C:

Dr. John D. Petersen

Sylvia Shannon I aris

Ms. Denise Barlow

Mr. Brice Bible

Mr. Anthony Haynes

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2002								\$	50,000	.00	\$	190,000.00
2003	. 							\$	64,800	.00	\$	254,800.00
2004								\$	258,000	.00	\$	512,800.00
2005					-			\$	172,000	0.00	\$	684,800.00
2007				·				\$	91,500	00.0	\$	776,300.00
TOTALE	\$	-	\$	-	\$		-	\$	776,300	00.0	\$	776,300.00
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TOTAL	\$	684,800.00	\$	91,500.00								
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Amendment for additional hosting services and storage on existing contract; vendor is only provider of these extended services.												

THE UNIVERSITY OF TENNESSEE REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED:	
UT System Office Approval	Date
S, System Ottos (Approva)	

	EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.					
1)						
2)	Campus/Institute Name:	University Tennessee Kn	ooxville			
		EXISTING CO	ONTRACT INFORMATION			
3}	Short Description:	Blackboard ASP agreeme	ent			
4)	Proposed Vendor:	Name: Blackboard Inc.				
! !		Vendor Number:	Vendor Number: 1012565			
·		Vendor ID:	52-2081178			
5)	Contract#	91044, 85370 💥				
6)	Contract Start Date: March 5, 2004					
7}	Current Contract End Date IF all Options to Extend the Contract are Exercised: June 30, 2007					
8)	3) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised: \$91,500					
PROPOSED AMENDMENT INFORMATION						
9)	3) <u>Proposed</u> Amendment #					
10)	Proposed Amendment Effe	ective Date:		January 1, 2007		
11)	1) <u>Proposed</u> Contract End Date IF all Options to Extend the Contract are Exercised: June 30, 2007					
12)	2) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised: \$31,350 /\$62,700 annual					
13)	Approval Criteria: (select one)	use of Non-Competitive Negotiation is in the best interest of the university				
	only one uniquely qualified service provider able to provide the service					
14)	4) Description of the Proposed Amendment Effects & Any Additional Service					

Increases available storage and service units provided by Blackboard ASP to UTK.				
15) Explanation of Need for the Proposed Amendment:				
UTK is currently exceeding both users and storage under the original contract, so this amendment into compliance.	ent is necessary to bring UTK			
16) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed institution)	d contractor is a state education			
Blackboard Inc.				
1899 L Street NW, 5th Floor				
Washington, DC 20036				
17) Documentation of Office for Information Resources Endorsement: N/A (required only if the subject service involves information technology)				
18) Documentation of Department of Personnel Endorsement: N/A (required only if the subject service involves training for state employees)				
19) Documentation of State Architect Endorsement: N/A (required only if the subject service involves construction or real property related services)				
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement A	Nternatives :			
This additional service unit and storage can only be supplied by the original contract vendor.				
21) Justification for the Proposed Non-Competitive Amendment:				
This additional service unit and storage can only be supplied by the original contract vendor.				
APPROVALS: \$50,000 or Less Anamalero	10-26-06			
Department Head or Designee Sharon Mount Campus/Unit Purchasing Officer or Designee	10/30/06 Date			
Menine Bailons 10/31/06				
Chancellor/Chief Business Officer or Designee Additional Approval (System) Greater than \$50,000	Date /			
Vice President or their Designee	Date			

Additional Approval -- \$250,000 or Greater

VOID IF EXECUTED AFTER: December 29, 2005

Customer: University of Tennessee, Knowville



AMENDMENT

TO THE UNIVERSITY OF TENNESSEE, KNOXVILLE BLACKBOARD ASP SCHEDULE B AGREEMENT DATED MARCH 5, 2004 BETWEEN BLACKBOARD INC. AND UNIVERSITY OF TENNESSEE, KNOXVILLE

The purpose of this amendment is to modify the existing Schedule to include an addition ASP Service Unit, additional ASP Storage, and additional ASP Bandwigth

The parties hereby agree to the following terms and conditions.

. Section ASI-SCHEDULE OF FEES is hereby modified to include the following:

ASP-SCHEDULE OF FEES

Product Description	Initial Active Escr Capacity	Initial Bandwidth	Initial storage	Initial Term Annual Fees (USD)
Blackboard ASP - Additional Sturage			5DOGB	900.062
Blackboard ASP - Additional Service Unit	7,500	512 kbps	20GB	\$32,700
Blackboard ASP- Additional Bandwidth		2 MBPS		\$11,520
Price Reduction for Additional Pandwidth		į	İ	<-\$11,520>
Total Fees Due:	· <u>· · · · · · · · · · · · · · · · · · </u>		i	\$62,700

All	OTHER TERMS	AND CO	SZOITIONS	REMAIN IN FUL	FORCE AND	PEFFECT
\sim	CITICIC STITUTO				_ 1 _ 1 _ 1 _ 1 _ 1 _ 1 _ 1	

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

BLACKBOARD	Customer: University of Tennessee, Knoxville
Signature TESS FRAZIER - VICE PRESIDENT	Signature
Print Name and Title	Print Name and Title
Date ⁻	Date:

THE UNIVERSITY OF TENNESSEE JUSTIFICATION FOR NON-COMPETITIVE PURCHASES AND CONTRACTS Values of \$50,000 or More

			75485
_	o mirro of Tro olding Alicenton		63848, 74829,81374,82549 86977, 90999
	ontract Tracking Number		- A . I
R	equisition Number for Items Processed	through Purchasing:	10023737 MW
е а а D Р	nis form must be completed for all non-conther through a purchasing requisition or and any other documents that support the pproved in advance of securing the good rector of Purchasing, and the Chief Busing the designee must approve expertministration and Finance, or designee, must approve the designee must approve the designee.	contract for expenditure ne justification of a non- ds or services. Approvaness Officer or their desenditures of \$100,000 or	s of \$50,000 or more. This form competitive purchase must be ls include the Department Head, ignees. The Chancellor or Vice more. The Vice President for
ro C	on-competitive service contracts, including uted to the Tennessee Legislative Fisca ommittee has 15 days from the receipt of tys will be required to process service cont	I Review Committee for the contract information to	comment. The Fiscal Review for comments. A minimum of 30
<u>Ir</u>	formation Related to the Purch	ase of the Goods	or Services
1.	Type of Request:		
	Non-Competitive Contract (Sole-Sou	rce) \square	
	Contract thru Purchasing	.••, <u>□</u>	
	Requisition thru Purchasing		
	requisition that the lasing		
2.	Prepared By:		
	Name:	Pattie Broughton	
	Email address:	pbrought@utk.edu	
	Phone No:	4-5358	
3.	Cost Center or WBS Element:		
	Name:	Innovative Technology	Center
	Number:	E01-0157-03	
4.	Proposed Contractor or Vendor:		
	Name:	Blackboard Inc	•
	Address (Street):	1899 L Street NW, 5 th	Floor

Address (City, State, and Zip Code): Washington DC, 20036

5.	Effective Date:	
	Beginning Date Ending Date	May 19 th , 2006 May 18 th , 2007
6.	Estimated Cost:	
	\$100,000.00	-
	7. Source of Funds (e.g. state	funds, federal funds, etc.):
	Student Fee	
8.	Is this an amendment to an exis	ting contract/purchase order?
	. Yes	⊠ No
9.	If Yes,	
	Number of Original Contract/F Beginning Date of Original Co Order Amount of Original Contract/P Accumulated Cost with this an	ntract/Purchase urchase Order
10.	The \$100,000.00 covers the a version updates.	ne University is entering into this contract/purchase nnual maintenance required by Blackboard for support and
11.	Describe the goods or servic	
	offers to faculty so that they ca integrates with SIS so that fact courses and 24 x 7 access is p	Community System is a software application the University in better manage the online components of their courses. It alty and students are automatically populated into their correct rovided for Web-enabled materials. Other features of the the product include a virtual classroom, discussion boards, see gradebook
	Additionally, the community po University's organizations.	rtion of the product offers the same kinds of functionality for the
	Through this agreement UT lice support for it during the covera-	enses both the software product and the Blackboard technical ge period.
12.	Is there an urgent need or an er	nergency preventing competitive methods?
	⊠ Yes □ No [] N/A
	If yes, please explain:	

The need is urgent in that when the current license expires we would lose access to an integral, enterprise system used by approximately 30 percent of the course sections offered at the University to deliver materials, including graded assignments. Even a short service interruption would be highly disruptive to users.

13.	Is there only one product or service that can meet the specific needs or must the product or service be provided by this particular source.
	Yes □ No □ N/A
	If yes, please explain:
	This particular software product is provided exclusively by this particular source.
	Blackboard is the dominant, primary vendor in the course-management arena. Moreover, the University has maintained a relationship with this vendor for more than seven years so that the product is heavily integrated with and customized to University-specific needs. Students and other users are accustomed to the interface, the ITC has trained thousands of faculty members to use it, and faculty have invested countless hours in developing their intellectual property for Blackboard courses. Hence, the cost and disruption of changing to a different product is essentially prohibitive, epecially in terms of a competitive bid.
14.	Does proposed contractor or vendor have experience providing same or similar goods of services?
	⊠ Yes □ No
15.	Has the department ever purchased these same goods or services from this vendor?
	⊠ Yes □ No
	If yes, what procurement method was used? (Ex. Competitive, Non-Competitive, etc.)
	Non-Competitive
16.	If for services, was an effort made to use existing University employees to perform services?
	⊠. Yes □ No.
	If no, why not?
	e de la composition della comp
17.	Is the contract for services from another governmental unit, such as a State or federal agency, or from another college or university?
	☐ Yes No
Justi	<u>fication</u>

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A complete justification must be provided to explain why the University should acquire the goods or services through non-competitive procurement request rather than through a competitive process. (Note: Being the "only known" or "best" is not deemed adequate justification.)

As stated above, this license is offered by only one vendor, and the software provided is uniquely integrated with University data systems. When it was originally purchased, other vendors were considered, and Blackboard (then Courselnfo) was competitively selected by faculty evaluation. Since then Blackboard has consolidated its position as the dominant product in its niche, with the result that it offers substantial advantages based on size alone: user communities, plugins and building blocks, partnerships with textbook companies and course cartridges, etc. Moreover, as a longterm investment Blackboard has been customized to the University's particular needs and capacities, and user training and intellectual-property contributions also represent a substantial resource commitment.

Finally, in a separate agreement, Blackboard offers ASP hosting for the system. Were we to purchase some alternative course management system, we would also have to either find a vendor that offered ASP hosting and negotiate that contract as well, or purchase additional hardware and attempt to bring course management back to campus.

<u>Approvals</u>

\$50,000 to \$100,000	
Department Head or their Designer	4/6/06.5/11/
Campus/Unit Purchasing Officer or their Designee	5/15/06 Date
Chief Business Officer or their Designee	5/23/06 Date
Additional Approval for \$100,000 or more	ſ
Vice President or Chancellor or their Designee	5/25/B
Additional Approval for \$250,000 or more	
Sylva hlaus	5-30-0 <u>C</u>
Vice President for Administration and Finance or Designee	Date
Reported to FRC on Guarbers of Product Zegund ky profe	report 2051
Product Zegund ky bid (P)	,

THE UNIVERSITY OF TEXNESSEE

CONTRACT

This Contract, lands and enterpolation on May 2000 decuments the agreement Detween The University of Teachers. (percinated University) and Startboard line. This Contract consists of this cover page, the University's Standard Teams, and Conditions, the Majorat page and the Detween Page and the Detween The Contract page and the Detween Page and D	÷**	
(Descrincher University) and Elacthored file This Contest consists of this cover page, the Elactronicy's Standard Thomas and Conditions, shall provided and eliferation consists of mile consists of this cover page and the Descriptive Standard Terms and Conditions, shall provided the following: Contractor will provide the following: Contractor will provide the following: Contractor will provide the following: The period of performance under this contract is from Polytopools through Ostifizion Heaven, the Indiversity may terminate this Contract by giving the Contractor at least thiny (30) days written notice before the effective termination data, in which event the Contractor shall be entitled to receive equinolic compensation for satisfactory authorized work completed as of the termination data. The University's will compensate the Contractor's 100,000,00 per year Other grant DMA Hannel: The University's maximum Hability under this Contract is 5 Other grant DMA Hannel: POR CONTRACTOR: FOR CONTRACTOR: Name Protice Administrative Signature Contractor of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives. Population of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives. POR CONTRACTOR: Name Protice Administrative Signature Contractor Signature Con	an Commence bands and enlands into 04	documents the agreement between The University of Tennessed (hereignater Contractor).
This Courser consists of this cover page, the Esternessity Standard Terms and Conditions, clearly properly the conversation of the University of the Course of the Enterprise Standard Terms and Conditions, clearly provide the Following: Convector will provide the following: Convector will provide the following: Maintenance for Learning System at the cost of \$57,500.00 and Committily System at the cost of \$52,500.00 for 1 year. The period of performance under this contract is from \$9.79.2006 through \$69.718/2007 [However, the University may terminest the Contract by giving the Convector at least thirty (30) days written notice before the effective termination does, in which every the Contractor whall be entitled to receive equinble compensation for statisfactory authorized work completed as of its termination will. The University will compensate the Contractor \$ 100,000.00 per year Other terms ONA financy. The University's maximum Hability under this Contract is \$ Other terms ONA financy. FOR CONTRACTOR: POR UNIVERSITY: O IT Department Name Contract of the State of State of Contract of State of Contract of State of Contract of State of Contract of State of State of Contract of State	o of an Their control and Biachbaru inc.	
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